



Bill To:
Various State Agencies
Located throughout Idaho

Various, ID 83701

Various State Agencies

THIS NUMBER MUST APPEAR
 ON ALL DOCUMENTS

**Statewide Blanket Purchase Order
 Contract Modification**

**Statewide Blanket Purchase Order
 SBPO1146 - 03**

DELIVER TO:

Various State Agencies
Located throughout Idaho

Various, ID 83701

Date: **Wed Nov 02, 2005**

F.O.B: **Destination**

Terms: **net 30**

VENDOR: UNISOURCE WORLDWIDE
20213 89TH AV S
KENT, WA 98031
Attn: BID ADMINISTRATOR
Vendor Nbr: P00000054203
seapublicsrcv@unsourcelink.com
Phone: 800 766-6795
Fax: 800 709-7815
Account Number: P00000054203

Start of Service Date **Tue Oct 07, 2003**

End of Service Date: **Thu Apr 06, 2006**

RFQ#: **ITB01813**
 DOC#: **PREQ6800**

File Attached: ☐ **SBPO1146BagPricing_11_1_05Amn5.pdf**
☐ **BagsandLiners.doc**

Buyer: **GERRY SILVESTER 208-332-1608**

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|------------|--|-----------------|---------------|------------------|
| 000 | BLANKET PURCHASE AGREEMENT (line item particulars follow) | 1 lot | | 104564.01 |
| | Total: | | | 104564.01 |

| | | | | |
|------------------------------|--|--|--|--|
| Blanket Comments: | <p>.....CONTRACT SBPO1146 – AMENDMENT NUMBER 3</p> <p>This Contract Amendment and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1146 dated October 8, 2003 ("Contract") for Plastic Bags and Liners for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between Unisource Worldwide, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The beginning effective date of this Amendment is November 1, 2005.</p> <p>1. Until further notice, the Contract is designated as OPTIONAL USE by state agencies. This action is being taken due to the extreme volatility of pricing as well as unreasonable pricing.</p> <p>2. Pricing in the Contract is increasing on all products an average of 31% as reflected in the attached price schedule. Different pricing for the different areas is again in place. Some alternate products have been added to the schedule that may be more cost effective. This pricing is effective until November 30, 2005 unless further extended by the Contractor.</p> <p>3. The minimum order amount for prepaid shipment has been increased to \$200. Contract usage for orders less than \$200 will be optional on the part of agencies. If the order is less than \$200, it will still be shipped prepaid, but will be subject to a \$50 small order charge.</p> <p>Continued instability and pricing pressures together with product allocations in resin markets is still affecting pricing and availability. State agencies are strongly encouraged to have patience, seek alternative process and/or products, and consider using plastic bags multiple times where possible.</p> | | | |
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| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|---------|-------------|-----------------|---------------|-----------|
|---------|-------------|-----------------|---------------|-----------|

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|---|---|------------------------|------------------|------------------|----------------------|--|---|--|--|-------------------------------|--|--|--|--|------------------------------|--|--|
| 001 | PLASTIC BAGS AND LINERS (665-24) (nt) | 1 LOT | 104564.01 | 104564.01 | | | | | | | | | | | | | |
| General Comments: | <p>.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD</p> <p>This is a Statewide contract for various state of Idaho agencies, institutions, and departments. The requisitioning agency will issue individual releases (delivery orders) against this master contract on an as needed basis.</p> <p>Contract Title:.....PLASTIC BAGS AND LINERS Effective Dates:.....7/7/03 – 7/6/05 (with four one-year renewal options) Delivery Zone/Area:.....Statewide Areas A, B, and C Contract Usage Type:.....Mandatory Public Agency Clause:Yes Contract Administration:....Pearl Smith, CPPB, 208-327-7116, psmith@adm.state.id.us</p> <p>Contact Name:.....Unisource Worldwidet Contact:.....Jean Tressler Address/Order Placement:....20213 89th Ave. S. ---City, State, Zip:.....Kent WA 98031</p> <p>Payments:.....Unisource Northwest File 74360, P. O. Box 63000 San Francisco CA 94160 Phone Number:.....208-376-7000 Toll Free Number:.....800-766-6795 Fax Number:.....800-709-7815 E-Mail:.....seapublicsrvc@unisourcelink.com</p> <p>Delivery Time:.....1 – 5 working days after receipt of order FOB/Freight:.....Destination, Prepaid Payment Terms.....Net 30 Minimum Dollar Amount:....\$50.00</p> <p>This contract consists of the following, and constitutes the State of Idaho's acceptance. In the event of any inconsistency, resolution will be in the following order of precedence:</p> <ol style="list-style-type: none"> 1. This document. 2. The state of Idaho's Invitation to Bid 01813, dated August 8, 2003 incorporated by reference, and,; 3. Unisource Worldwide's signed bid response dated August 28, 2003. <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p> | | | | | | | | | | | | | | | | |
| | <table border="1"> <tr> <td data-bbox="56 1293 1140 1329"> Instructions: </td> <td data-bbox="1140 1293 1563 1329"></td> </tr> <tr> <td data-bbox="56 1329 1140 1365"> Freight / Handling Included in Price </td> <td data-bbox="1140 1329 1563 1365"></td> </tr> <tr> <td data-bbox="56 1365 1140 1400"></td> <td data-bbox="1140 1365 1563 1400"> By: GERRY L. SILVESTER </td> </tr> <tr> <td colspan="2" data-bbox="56 1400 1563 1436"></td> </tr> <tr> <td colspan="2" data-bbox="56 1436 1563 1472"></td> </tr> <tr> <td colspan="2" data-bbox="56 1472 1563 1507"> Contract Modification </td> </tr> <tr> <td colspan="2" data-bbox="56 1507 1563 1539"></td> </tr> </table> | | | | Instructions: | | Freight / Handling Included in Price | | | By: GERRY L. SILVESTER | | | | | Contract Modification | | |
| Instructions: | | | | | | | | | | | | | | | | | |
| Freight / Handling Included in Price | | | | | | | | | | | | | | | | | |
| | By: GERRY L. SILVESTER | | | | | | | | | | | | | | | | |
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| Contract Modification | | | | | | | | | | | | | | | | | |
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|--|--------------|----------------------------------|--|---------|------------|------------|------------|
| Plastic Bags & Liners Bid Schedule - Unisource Worldwide | | | | | | | |
| Statewide - Areas A, B, & C | | | Amendment 5 SBPO1146 Pricing | | | | |
| | | | Effective 11/1/05 - 11/30/05 | | | | |
| ITEM | Unisource | DESCRIPTION | DIMENSIONS/INCHES | COLORS | Area A | Area B | Area C |
| # | Item # | GENERAL USE | (MIC/MIL) COUNT/CS | | Unit Price | Unit Price | Unit Price |
| 1 | 10043256 | Step-on Waste Basket 4 Gallon | 17 X 18, 6 MIC, 2000/CS | Natural | 16.64 | 15.81 | 16.22 |
| 2 | 10063289 | Standard Waste Basket, 7 Gallon | 20 X 22, 6 MIC, 2000/CS | Natural | 23.91 | 22.73 | 23.30 |
| 3 | 10042108 | 7 - 10 Gallon | 22.5 x 24.5, .3 MIL, 500/CS | Black | 9.19 | 8.74 | 8.96 |
| 4 | 102039995001 | 7 - 10 Gallon | 23 x 24, .7 MIL, 1000/CS, w/ *SSBS | Black | 39.99 | 38.01 | 38.97 |
| 5 | 10059493 | 7 - 10 Gallon | 24 x 24, 8 MIC, 1,000/CS | Natural | 20.03 | 19.04 | 19.52 |
| 6 | 101995805001 | 20 - 30 Gallon | 30 x 36, 1 MIL, 250/CS, w/ *SSBS | Black | 23.75 | 22.58 | 23.15 |
| 7 | 10042311 | 20 - 30 Gallon | 30 x 36, .37 MIL, 250/CS | Black | 9.99 | 9.49 | 9.73 |
| 8 | 10058935 | 20 - 30 Gallon | 30 x 37, 16 MIC, 500/CS | Natural | 33.23 | 31.59 | 32.39 |
| 9 | 10049531 | 33 Gallon | 33 x 39, 1 MIL, 200/CS | Black | 20.91 | 19.88 | 20.38 |
| 10 | 102054225001 | 33 Gallon | 33 X 39, 2.7 MIL, 100/CS | Black | 30.60 | 29.09 | 29.82 |
| 11 | 10049557 | 33 Gallon | 33 x 40, 12 MIC, 500/CS | Natural | 29.96 | 28.48 | 29.20 |
| 12 | 10031130 | 33 Gallon | 33 x 40, 16 MIC, 250/CS | Natural | 19.77 | 18.79 | 19.27 |
| 13 | 10049529 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 46, 1.5 MIL, 100/CS w/ *SSBS | Black | 24.29 | 23.09 | 23.67 |
| 14 | 10051855 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 48, 10 MIC, 250/CS | Natural | 17.60 | 16.73 | 17.15 |
| 15 | 10179695 | 55 Gallon | 36 x 58, 2.0 MIL, 100/CS | Clear | 40.69 | 38.68 | 39.66 |
| 16 | 10059054 | 55 Gallon | 36 x 60, 22 MIC, 150/CS | Black | 26.19 | 24.90 | 25.53 |
| 17 | 10077591 | 56 Gallon Glutton | 43 x 47, 2.0 MIL, 100/CS | Clear | 38.00 | 36.12 | 37.04 |
| 18 | 10059495 | 56 Gallon Glutton | 43 x 48, 22 MIC, 150/CS | Black | 25.03 | 23.79 | 24.39 |
| 19 | 101996075001 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 100/CS | Black | 45.17 | 42.94 | 44.03 |
| 20 | 101996105001 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 50/CS | Orange | 25.83 | 24.56 | 25.18 |
| | | | | | | | |
| Alternate | 10064054 | | SB-10 24x23 .0009 Black Shields can liner 500/cs | Black | 19.00 | 19.00 | |
| Alternate | 10049575 | | SB-3032 33x39 .0013 Black Shields can liner 250/cs | Black | 29.45 | 29.45 | |
| Alternate | 10063993 | | SB-25 40x46 .00135 Black Shields can liner 175/cs | Black | 30.60 | 30.60 | |
| Alternate | 10182185 | | SB-30 30x36 .0011 Black Shields can liner 250/cs | Black | 20.88 | 20.88 | |
| | | | | | | | |
| | | | *SSBS - Straight Sealed Bottom Seam | | | | |



THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located throughout Idaho

Various, ID 83701

Various State Agencies

Statewide Blanket Purchase Order Contract Modification

Statewide Blanket Purchase Order
SBPO1146 - 02

DELIVER TO:

Various State Agencies
Located throughout Idaho

Various, ID 83701

Date: **Mon Oct 17, 2005**

F.O.B: **Destination**

Terms: **net 30**

VENDOR: UNISOURCE WORLDWIDE
20213 89TH AV S
KENT, WA 98031
Attn: BID ADMINISTRATOR
:
:
:
:

Start of Service Date **Tue Oct 07, 2003**

End of Service Date: **Thu Apr 06, 2006**

RFQ#: **ITB01813**
DOC#: **PREQ6800**

File Attached: ☒ BagsandLiners.doc
☐ SBPO1146BagPricing_10_6_05Wksht.pdf

Buyer: **GERRY SILVESTER 208-332-1608**

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|------------|--|-----------------|---------------|------------------|
| 000 | BLANKET PURCHASE AGREEMENT (line item particulars follow) | 1 lot | | 104564.01 |
| | Total: | | | 104564.01 |

**Blanket
Comments:**

.....CONTRACT SBPO1146 – AMENDMENT NUMBER 2

This Contract Amendment and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1146 dated October 8, 2003 ("Contract") for Plastic Bags and Liners for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between Unisource Worldwide, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The beginning effective date of this Amendment is October 7, 2005.

1. The contract is extended for six months to expire April 6, 2006 unless sooner terminated by the State due to rejection of further unacceptable future price increases. Such rejection shall be at the sole discretion of the State.

2. Effective through October 31, 2005, pricing on all products shall increase approximately 35% - 38% as reflected in the attached price schedule. Another amendment will be forthcoming as soon as possible for revised pricing for the 30 day period beginning November 1, 2005.

3. The minimum order amount for prepaid shipment will be increased from \$50 to \$200. Contract usage for orders less than \$200 will be optional on the part of agencies. If the order is less than \$200, it will still be shipped prepaid, but will be subject to a \$50 small order charge.

Due to significant disruptions in the polyethylene supply chain as a result of recent events in the Gulf Coast (major plant shutdowns and/or destruction) and various other supply constraints, many manufacturers have declared Force Majeure (a contractually authorized condition excusing general contract performance due to unforeseen events). Manufacturers have also experienced significant raw material cost increases due to use of energy related commodities, not only recently but over the past year. Many suppliers of these products have placed their customers on allocation – sometimes to the extent of 50% or more. All of these conditions have resulted in substantial price increases, lack of price stability, and supply disruptions. State agencies are strongly encouraged to have patience, seek alternative processes and/or products, and consider using plastic bags multiple times where possible.

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|------------------------------|--|-------------------------------|---------------|-----------|
| 001 | PLASTIC BAGS AND LINERS (665-24) (nt) | 1 LOT | 104564.01 | 104564.01 |
| General Comments: | <p>.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD</p> <p>This is a Statewide contract for various state of Idaho agencies, institutions, and departments. The requisitioning agency will issue individual releases (delivery orders) against this master contract on an as needed basis.</p> <p>Contract Title:.....PLASTIC BAGS AND LINERS Effective Dates:.....7/7/03 – 7/6/05 (with four one-year renewal options) Delivery Zone/Area:.....Statewide Areas A, B, and C Contract Usage Type:.....Mandatory Public Agency Clause:Yes Contract Administration:....Pearl Smith, CPPB, 208-327-7116, psmith@adm.state.id.us</p> <p>Contact Name:.....Unisource Worldwidet Contact:.....Jean Tressler Address/Order Placement:....20213 89th Ave. S. ---City, State, Zip:.....Kent WA 98031</p> <p>Payments:.....Unisource NorthwestFile 74360, P. O. Box 63000San Francisco CA 94160 Phone Number:.....208-376-7000 Toll Free Number:.....800-766-6795 Fax Number:.....800-709-7815 E-Mail:.....seapublicsrv@unisourcelink.com</p> <p>Delivery Time:.....1 – 5 working days after receipt of order FOB/Freight:.....Destination, Prepaid Payment Terms.....Net 30 Minimum Dollar Amount:....\$50.00</p> <p>This contract consists of the following, and constitutes the State of Idaho's acceptance. In the event of any inconsistency, resolution will be in the following order of precedence:</p> <ol style="list-style-type: none">1. This document.2. The state of Idaho's Invitation to Bid 01813, dated August 8, 2003 incorporated by reference, and,;3. Unisource Worldwide's signed bid response dated August 28, 2003. <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p> | | | |
| | <p>Instructions:</p> <p>Freight / Handling Included in Price</p> | | | |
| | | By: GERRY L. SILVESTER | | |
| Contract Modification | | | | |



| Plastic Bags & Liners Bid Schedule - Unisource Worldwide | | | | | |
|--|--------------|----------------------------------|-------------------------------------|---------|------------|
| Statewide - Areas A, B, & C | | | Amendment 4 SBPO1146 Pricing | | |
| | | | Effective 10/6/05 - 10/31/05 | | |
| ITEM | Unisource | DESCRIPTION | DIMENSIONS/INCHES | COLORS | All Areas |
| # | Item # | GENERAL USE | (MIC/MIL) COUNT/CS | | Unit Price |
| 1 | 10043256 | Step-on Waste Basket 4 Gallon | 17 X 18, 6 MIC, 2000/CS | Natural | \$ 11.69 |
| 2 | 10063289 | Standard Waste Basket, 7 Gallon | 20 X 22, 6 MIC, 2000/CS | Natural | \$ 16.80 |
| 3 | 10042108 | 7 - 10 Gallon | 22.5 x 24.5, .3 MIL, 500/CS | Black | \$ 6.99 |
| 4 | 102039995001 | 7 - 10 Gallon | 23 x 24, .7 MIL, 1000/CS, w/ *SSBS | Black | \$ 23.59 |
| 5 | 10059493 | 7 - 10 Gallon | 24 x 24, 8 MIC, 1,000/CS | Natural | \$ 14.56 |
| 6 | 101995805001 | 20 - 30 Gallon | 30 x 36, 1 MIL, 250/CS, w/ *SSBS | Black | \$ 17.41 |
| 7 | 10042311 | 20 - 30 Gallon | 30 x 36, .37 MIL, 250/CS | Black | \$ 8.06 |
| 8 | 10058935 | 20 - 30 Gallon | 30 x 37, 16 MIC, 500/CS | Natural | \$ 26.09 |
| 9 | 10049531 | 33 Gallon | 33 x 39, 1 MIL, 200/CS | Black | \$ 14.77 |
| 10 | 102054225001 | 33 Gallon | 33 X 39, 2.7 MIL, 100/CS | Black | \$ 20.44 |
| 11 | 10049557 | 33 Gallon | 33 x 40, 12 MIC, 500/CS | Natural | \$ 23.97 |
| 12 | 10031130 | 33 Gallon | 33 x 40, 16 MIC, 250/CS | Natural | \$ 15.81 |
| 13 | 10049529 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 46, 1.5 MIL, 100/CS w/ *SSBS | Black | \$ 16.24 |
| 14 | 10051855 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 48, 10 MIC, 250/CS | Natural | \$ 14.20 |
| 15 | 10179695 | 55 Gallon | 36 x 58, 2.0 MIL, 100/CS | Clear | \$ 28.41 |
| 16 | 10059054 | 55 Gallon | 36 x 60, 22 MIC, 150/CS | Black | \$ 21.11 |
| 17 | 10077591 | 56 Gallon Glutton | 43 x 47, 2.0 MIL, 100/CS | Clear | \$ 26.06 |
| 18 | 10059495 | 56 Gallon Glutton | 43 x 48, 22 MIC, 150/CS | Black | \$ 20.17 |
| 19 | 101996075001 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 100/CS | Black | \$ 30.29 |
| 20 | 101996105001 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 50/CS | Orange | \$ 18.06 |
| | | | | | |
| | | | | | |
| | | | *SSBS - Straight Sealed Bottom Seam | | |



THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located throughout Idaho

Various, ID 83701

Various State Agencies

**Statewide Blanket Purchase Order
Contract Modification**

**Statewide Blanket Purchase Order
SBPO1146 - 01**

DELIVER TO:

Various State Agencies
Located throughout Idaho

Various, ID 83701

Date: **Mon May 23, 2005**

F.O.B: **Destination**

Terms:

VENDOR: UNISOURCE WORLDWIDE
20213 89TH AV S
KENT, WA 98031
Attn: BID ADMINISTRATOR

Contract From Date **Tue Oct 07, 2003**

Contract To Date: **Thu Oct 06, 2005**

RFQ#: **ITB01813**
DOC#: **PREQ6800**

:

File Attached: ☐ **BagsandLiners.doc**

☐ **SBPO1146ConsolidatedCanLinerPricing_5_1_05.pdf**

Buyer: **GERRY SILVESTER 208.327.7325**

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|------------|--|-----------------|---------------|------------------|
| 000 | BLANKET PURCHASE AGREEMENT (line item particulars follow) | 1 lot | | 104564.01 |
| | Total: | | | 104564.01 |

| | | | | |
|------------------------------|---|--|--|--|
| Blanket Comments: | <p>.....CONTRACT SBPO1146 – AMENDMENT NUMBER 1</p> <p>This Contract Amendment and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1146 dated October 8, 2003 (“Contract”) for Plastic Bags and Liners for VARIOUS STATE OF IDAHO AGENCIES, INSTITUTIONS, AND DEPARTMENTS, between Unisource Worldwide, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:</p> <p>All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The beginning effective date of this Amendment is May 1, 2004.</p> <p>1. Effective May 1, 2004, prices increased approximately five (5%) percent. A revised pricing schedule for prices for the period 5/1/04 – 10/31/04 is attached to this amendment on Page 2 of the document titled SBPO1146ConsolidatedCanLinerPricing_5_1_05.pdf and completely replaces the original Contract pricing in the document titled Unisource.xls</p> <p>2. Effective November 1, 2004, prices increased approximately five (5%) percent. A revised pricing schedule for prices for the period 11/1/04 – 3/31/05 is attached to this amendment on Page 2 of the document titled SBPO1146ConsolidatedCanLinerPricing_5_1_05.pdf.</p> <p>3. Effective May 1 2005, prices increased approximately five (5%) percent. A revised pricing schedule for prices for the period 5/1/04 – 10/31/04 is attached to this amendment on Page 1 of the document titled SBPO1146ConsolidatedCanLinerPricing_5_1_05.pdf.</p> <p>4. The effective dates of the Contract delineated in the Blanket Comments section of the Contract are changed from 7/7/03 – 7/6/05 to read 10/7/03 to 10/6/05 (with four one-year renewal options).</p> | | | |
| | | | | |

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|------------|--------------------------------|-----------------|------------------|------------------|
| 001 | PLASTIC BAGS AND LINERS | 1 | 104564.01 | 104564.01 |

| | | | | | |
|----------------------|---|-------------------|------------------------|--|--|
| | | (665-24) (nt) | LOT | | |
| General Comments: | <p>.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD</p> <p>This is a Statewide contract for various state of Idaho agencies, institutions, and departments. The requisitioning agency will issue individual releases (delivery orders) against this master contract on an as needed basis.</p> <p>Contract Title:.....PLASTIC BAGS AND LINERS Effective Dates:.....10/7/03 – 10/6/05 (with four one-year renewal options) - See Amendment Above Delivery Zone/Area:.....Statewide Areas A, B, and C Contract Usage Type:.....Mandatory Public Agency Clause:Yes Contract Administration:....Pearl Smith, CPPB, 208-327-7116, psmith@adm.idaho.gov</p> <p>Contact Name:.....Unisource Worldwide Contact:.....Jean Tressler Address/Order Placement:....20213 89th Ave. S. ---City, State, Zip:.....Kent WA 98031</p> <p>Payments:.....Unisource Northwest File 74360, P. O. Box 63000 San Francisco CA 94160 Phone Number:.....208-376-7000 - Boise - Peggy Bosley X250 Toll Free Number:.....800-766-6795 Fax Number:.....800-709-7815 E-Mail:.....seapublicsrv@unisourcelink.com</p> <p>Delivery Time:.....1 – 5 working days after receipt of order FOB/Freight:.....Destination, Prepaid Payment Terms.....Net 30 Minimum Dollar Amount:....\$50.00</p> <p>This contract consists of the following, and constitutes the State of Idaho's acceptance. In the event of any inconsistency, resolution will be in the following order of precedence:</p> <ol style="list-style-type: none"> 1. This document. 2. The state of Idaho's Invitation to Bid 01813, dated August 8, 2003 incorporated by reference, and;. 3. Unisource Worldwide's signed bid response dated August 28, 2003. <p>CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.</p> | | | | |
| | Instructions: | | | | |
| | Freight / Handling Included in Price | | | | |
| | | | By: GERRY L. SILVESTER | | |
| | | | | | |
| | | | | | |
| | | | Contract Modification | | |
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| Plastic Bags & Liners Bid Schedule - Unisource Worldwide | | | | | | |
|--|----------------------------------|-------------------------------------|---------|------------------------------|------------|------------|
| Statewide - Areas A, B, & C | | | | Amendment 3 SBPO1146 Pricing | | |
| | | | | Effective 5/1/05- 10/31/05 | | |
| ITEM | DESCRIPTION | DIMENSIONS/INCHES | COLORS | Area A | Area B | Area C |
| # | GENERAL USE | (MIC/MIL) COUNT/CS | | Unit Price | Unit Price | Unit Price |
| 1 | Step-on Waste Basket 4 Gallon | 17 X 18, 6 MIC, 2000/CS | Natural | \$ 10.21 | \$ 8.50 | \$ 8.68 |
| 2 | Standard Waste Basket, 7 Gallon | 20 X 22, 6 MIC, 2000/CS | Natural | \$ 14.67 | \$ 12.22 | \$ 12.50 |
| 3 | 7 - 10 Gallon | 22.5 x 24.5, .3 MIL, 500/CS | Black | \$ 5.74 | \$ 5.08 | \$ 5.20 |
| 4 | 7 - 10 Gallon | 23 x 24, .7 MIL, 1000/CS, w/ *SSBS | Black | \$ 19.76 | \$ 17.49 | \$ 17.87 |
| 5 | 7 - 10 Gallon | 24 x 24, 8 MIC, 1,000/CS | Natural | \$ 12.20 | \$ 10.80 | \$ 11.04 |
| 6 | 20 - 30 Gallon | 30 x 36, 1 MIL, 250/CS, w/ *SSBS | Black | \$ 13.47 | \$ 12.92 | \$ 13.19 |
| 7 | 20 - 30 Gallon | 30 x 36, .37 MIL, 250/CS | Black | \$ 6.25 | \$ 5.98 | \$ 6.11 |
| 8 | 20 - 30 Gallon | 30 x 37, 16 MIC, 500/CS | Natural | \$ 20.19 | \$ 19.37 | \$ 19.77 |
| 9 | 33 Gallon | 33 x 39, 1 MIL, 200/CS | Black | \$ 11.96 | \$ 10.97 | \$ 11.20 |
| 10 | 33 Gallon | 33 X 39, 2.7 MIL, 100/CS | Black | \$ 19.42 | \$ 15.18 | \$ 15.49 |
| 11 | 33 Gallon | 33 x 40, 12 MIC, 500/CS | Natural | \$ 19.03 | \$ 17.45 | \$ 17.83 |
| 12 | 33 Gallon | 33 x 40, 16 MIC, 250/CS | Natural | \$ 11.98 | \$ 11.49 | \$ 11.73 |
| 13 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 46, 1.5 MIL, 100/CS w/ *SSBS | Black | \$ 12.57 | \$ 12.06 | \$ 12.32 |
| 14 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 48, 10 MIC, 250/CS | Natural | \$ 11.23 | \$ 10.54 | \$ 10.76 |
| 15 | 55 Gallon | 36 x 58, 2.0 MIL, 100/CS | Clear | \$ 24.22 | \$ 20.68 | \$ 21.13 |
| 16 | 55 Gallon | 36 x 60, 22 MIC, 150/CS | Black | \$ 16.34 | \$ 15.67 | \$ 15.99 |
| 17 | 56 Gallon Glutton | 43 x 47, 2.0 MIL, 100/CS | Clear | \$ 20.16 | \$ 19.34 | \$ 19.74 |
| 18 | 56 Gallon Glutton | 43 x 48, 22 MIC, 150/CS | Black | \$ 15.62 | \$ 14.97 | \$ 15.29 |
| 19 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 100/CS | Black | \$ 28.03 | \$ 22.48 | \$ 22.95 |
| 20 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 50/CS | Orange | \$ 16.71 | \$ 13.40 | \$ 13.68 |
| | | | | | | |
| | | | | | | |
| | | *SSBS - Straight Sealed Bottom Seam | | | | |

| Plastic Bags & Liners Bid Schedule - Unisource Worldwide | | | | | | |
|--|----------------------------------|-------------------------------------|---------|------------------------------|------------|------------|
| Statewide - Areas A, B, & C | | | | Amendment 1 SBPO1146 Pricing | | |
| | | | | Effective 5/1/04 - 10/31/04 | | |
| ITEM | DESCRIPTION | DIMENSIONS/INCHES | COLORS | Area A | Area B | Area C |
| # | GENERAL USE | (MIC/MIL) COUNT/CS | | Unit Price | Unit Price | Unit Price |
| 1 | Step-on Waste Basket 4 Gallon | 17 X 18, 6 MIC, 2000/CS | Natural | 9.23 | 7.69 | 7.85 |
| 2 | Standard Waste Basket, 7 Gallon | 20 X 22, 6 MIC, 2000/CS | Natural | 13.28 | 11.07 | 11.31 |
| 3 | 7 - 10 Gallon | 22.5 x 24.5, .3 MIL, 500/CS | Black | 5.20 | 4.60 | 4.71 |
| 4 | 7 - 10 Gallon | 23 x 24, .7 MIL, 1000/CS, w/ *SSBS | Black | 17.89 | 15.84 | 16.18 |
| 5 | 7 - 10 Gallon | 24 x 24, 8 MIC, 1,000/CS | Natural | 11.03 | 9.77 | 9.98 |
| 6 | 20 - 30 Gallon | 30 x 36, 1 MIL, 250/CS, w/ *SSBS | Black | 12.20 | 11.69 | 11.94 |
| 7 | 20 - 30 Gallon | 30 x 36, .37 MIL, 250/CS | Black | 5.65 | 5.41 | 5.53 |
| 8 | 20 - 30 Gallon | 30 x 37, 16 MIC, 500/CS | Natural | 18.26 | 17.52 | 17.88 |
| 9 | 33 Gallon | 33 x 39, 1 MIL, 200/CS | Black | 10.83 | 9.93 | 10.14 |
| 10 | 33 Gallon | 33 X 39, 2.7 MIL, 100/CS | Black | 17.57 | 13.73 | 14.01 |
| 11 | 33 Gallon | 33 x 40, 12 MIC, 500/CS | Natural | 17.21 | 15.78 | 16.12 |
| 12 | 33 Gallon | 33 x 40, 16 MIC, 250/CS | Natural | 10.85 | 10.40 | 10.62 |
| 13 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 46, 1.5 MIL, 100/CS w/ *SSBS | Black | 11.37 | 10.91 | 11.14 |
| 14 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 48, 10 MIC, 250/CS | Natural | 10.16 | 9.53 | 9.73 |
| 15 | 55 Gallon | 36 x 58, 2.0 MIL, 100/CS | Clear | 21.91 | 18.71 | 19.11 |
| 16 | 55 Gallon | 36 x 60, 22 MIC, 150/CS | Black | 14.79 | 14.18 | 14.48 |
| 17 | 56 Gallon Glutton | 43 x 47, 2.0 MIL, 100/CS | Clear | 18.25 | 17.51 | 17.87 |
| 18 | 56 Gallon Glutton | 43 x 48, 22 MIC, 150/CS | Black | 14.15 | 13.56 | 13.84 |
| 19 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 100/CS | Black | 25.35 | 20.33 | 20.76 |
| 20 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 50/CS | Orange | 15.12 | 12.13 | 12.39 |
| Plastic Bags & Liners Bid Schedule - Unisource Worldwide | | | | | | |
| Statewide - Areas A, B, & C | | | | Amendment 2 SBPO1146 Pricing | | |
| | | | | Effective 11/1/04 - 4/30/05 | | |
| ITEM | DESCRIPTION | DIMENSIONS/INCHES | COLORS | Area A | Area B | Area C |
| # | GENERAL USE | (MIC/MIL) COUNT/CS | | Unit Price | Unit Price | Unit Price |
| 1 | Step-on Waste Basket 4 Gallon | 17 X 18, 6 MIC, 2000/CS | Natural | 9.72 | 8.09 | 8.26 |
| 2 | Standard Waste Basket, 7 Gallon | 20 X 22, 6 MIC, 2000/CS | Natural | 13.98 | 11.65 | 11.91 |
| 3 | 7 - 10 Gallon | 22.5 x 24.5, .3 MIL, 500/CS | Black | 5.47 | 4.84 | 4.96 |
| 4 | 7 - 10 Gallon | 23 x 24, .7 MIL, 1000/CS, w/ *SSBS | Black | 18.83 | 16.67 | 17.03 |
| 5 | 7 - 10 Gallon | 24 x 24, 8 MIC, 1,000/CS | Natural | 11.61 | 10.28 | 10.51 |
| 6 | 20 - 30 Gallon | 30 x 36, 1 MIL, 250/CS, w/ *SSBS | Black | 12.84 | 12.31 | 12.57 |
| 7 | 20 - 30 Gallon | 30 x 36, .37 MIL, 250/CS | Black | 5.95 | 5.69 | 5.82 |
| 8 | 20 - 30 Gallon | 30 x 37, 16 MIC, 500/CS | Natural | 19.22 | 18.44 | 18.82 |
| 9 | 33 Gallon | 33 x 39, 1 MIL, 200/CS | Black | 11.40 | 10.45 | 10.67 |
| 10 | 33 Gallon | 33 X 39, 2.7 MIL, 100/CS | Black | 18.49 | 14.45 | 14.75 |
| 11 | 33 Gallon | 33 x 40, 12 MIC, 500/CS | Natural | 18.12 | 16.61 | 16.97 |
| 12 | 33 Gallon | 33 x 40, 16 MIC, 250/CS | Natural | 11.42 | 10.95 | 11.18 |
| 13 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 46, 1.5 MIL, 100/CS w/ *SSBS | Black | 11.97 | 11.48 | 11.73 |
| 14 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 48, 10 MIC, 250/CS | Natural | 10.69 | 10.03 | 10.24 |
| 15 | 55 Gallon | 36 x 58, 2.0 MIL, 100/CS | Clear | 23.06 | 19.69 | 20.12 |
| 16 | 55 Gallon | 36 x 60, 22 MIC, 150/CS | Black | 15.57 | 14.93 | 15.24 |
| 17 | 56 Gallon Glutton | 43 x 47, 2.0 MIL, 100/CS | Clear | 19.21 | 18.43 | 18.81 |
| 18 | 56 Gallon Glutton | 43 x 48, 22 MIC, 150/CS | Black | 14.89 | 14.27 | 14.57 |
| 19 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 100/CS | Black | 26.68 | 21.40 | 21.85 |
| 20 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 50/CS | Orange | 15.92 | 12.77 | 13.04 |
| | | | | | | |
| | | *SSBS - Straight Sealed Bottom Seam | | | | |
| | | | | | | |

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located throughout
Idaho

Various State
Agencies

Various, ID 83701

Statewide Blanket Purchase Order

Statewide Blanket
Purchase Order
SBPO1146

DELIVER **Various State Agencies**
Located throughout Idaho
TO: ****
Various, ID 83701

Quoted By:

Date: Wed Oct 08, 2003

F.O.B: Destination

Terms:

VENDOR: UNISOURCE WORLDWIDE
20213 89TH AV S
KENT, WA 98031
Attn: BID ADMINISTRATOR
Vendor Nbr: P00000054203

Contract From Date **Tue Oct 07, 2003**
Contract To Date: Thu Oct 06, 2005

RFQ#: ITB01813
DOC#: PREQ6800

Contact: PEARL SMITH 208-327-7116

File Attached: ☒ **Unisource.xls**
☐ **BagsandLiners.doc**

Buyer: PEARL SMITH 208-327-7116

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|---------|--|-----------------|---------------|------------------|
| 000 | BLANKET PURCHASE AGREEMENT (line item particulars follow) | 1 lot | | 104564.01 |
| | Total: | | | 104564.01 |

.....NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This is a Statewide contract for various state of Idaho agencies, institutions, and departments. The requisitioning agency will issue individual releases (delivery orders) against this master contract on an as needed basis.

Contract Title:.....PLASTIC BAGS AND LINERS
Effective Dates:.....7/7/03 – 7/6/05 (with four one-year renewal options)
Delivery Zone/Area:.....Statewide Areas A, B, and C
Contract Usage Type:.....Mandatory
Public Agency Clause:Yes
Contract Administration:....Pearl Smith, CPPB, 208-327-7116,

psmith@adm.state.id.us

Contactor Name:.....Unisource Worldwidet

Contact:.....Jean Tressler

Address/Order Placement:...20213 89th Ave. S.

---City, State, Zip:.....Kent WA 98031

Payments:.....Unisource Northwest

.....File 74360, P. O. Box 63000

.....San Francisco CA 94160

Phone Number:.....208-376-7000

Toll Free Number:.....800-766-6795

Fax Number:.....800-709-7815

E-Mail:.....seapublicsrv@unisourcelink.com

Delivery Time:.....1 – 5 working days after receipt of order

FOB/Freight:.....Destination, Prepaid

Payment Terms.....Net 30

Minimum Dollar Amount:...\$50.00

Blanket
Comments:

This contract consists of the following, and constitutes the State of Idaho's acceptance. In the event of any inconsistency, resolution will be in the following order of precedence:

1. This document.
2. The state of Idaho's Invitation to Bid 01813, dated August 8, 2003 incorporated by reference, and;
3. Unisource Worldwide's signed bid response dated August 28, 2003.

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|---|---|--------------------------|---------------|-----------|
| 001 | PLASTIC BAGS AND LINERS (665-24) (nt) | 1 LOT | 104564.01 | 104564.01 |
| General Comments: | | | | |
| Instructions: | | | | |
| Freight / Handling Included in Price | | | | |
| | | By: LYLE GESSFORD | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Plastic Bags & Liners Bid Schedule - Unisource Worldwide
Statewide - Areas A, B, & C

| ITEM | DESCRIPTION | DIMENSIONS/INCHES | COLORS | EST. | Area A | EST. | Area B | EST. | Area C |
|------|----------------------------------|------------------------------------|---------|------|------------|------|------------|------|------------|
| # | GENERAL USE | (MIC/MIL) COUNT/CS | | USE | Unit Price | USE | Unit Price | USE | Unit Price |
| 1 | Step-on Waste Basket 4 Gallon | 17 X 18, 6 MIC, 2000/CS | Natural | 1 | \$8.77 | 22 | \$7.31 | 10 | \$7.46 |
| 2 | Standard Waste Basket, 7 Gallon | 20 X 22, 6 MIC, 2000/CS | Natural | 1 | \$12.62 | 32 | \$10.52 | 1 | \$10.74 |
| 3 | 7 - 10 Gallon | 22.5 x 24.5, .3 MIL, 500/CS | Black | 3 | \$4.94 | 3 | \$4.37 | 10 | \$4.47 |
| 4 | 7 - 10 Gallon | 23 x 24, .7 MIL, 1000/CS, w/ *SSBS | Black | 12 | \$17.00 | 375 | \$15.05 | 1 | \$15.37 |
| 5 | 7 - 10 Gallon | 24 x 24, 8 MIC, 1,000/CS | Natural | 71 | \$10.48 | 318 | \$9.28 | 379 | \$9.48 |
| 6 | 20 - 30 Gallon | 30 x 36, 1 MIL, 250/CS, w/ *SSBS | Black | 235 | \$11.59 | 305 | \$11.11 | 1 | \$11.34 |
| 7 | 20 - 30 Gallon | 30 x 36, .37 MIL, 250/CS | Black | 6 | \$5.37 | 58 | \$5.14 | 159 | \$5.25 |
| 8 | 20 - 30 Gallon | 30 x 37, 16 MIC, 500/CS | Natural | 1 | \$17.35 | 18 | \$16.64 | 1 | \$16.99 |
| 9 | 33 Gallon | 33 x 39, 1 MIL, 200/CS | Black | 110 | \$10.29 | 227 | \$9.43 | 532 | \$9.63 |
| 10 | 33 Gallon | 33 X 39, 2.7 MIL, 100/CS | Black | 9 | \$16.69 | 80 | \$13.04 | 1 | \$13.31 |
| 11 | 33 Gallon | 33 x 40, 12 MIC, 500/CS | Natural | 25 | \$16.35 | 94 | \$14.99 | 12 | \$15.31 |
| 12 | 33 Gallon | 33 x 40, 16 MIC, 250/CS | Natural | 11 | \$10.31 | 242 | \$9.88 | 391 | \$10.09 |
| 13 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 46, 1.5 MIL, 100/CS w/ *SSBS | Black | 590 | \$10.80 | 676 | \$10.36 | 189 | \$10.58 |
| 14 | 40 - 45 Gallon, 25" Linen Hamper | 40 x 48, 10 MIC, 250/CS | Natural | 39 | \$9.65 | 356 | \$9.05 | 1 | \$9.24 |
| 15 | 55 Gallon | 36 x 58, 2.0 MIL, 100/CS | Clear | 23 | \$20.81 | 89 | \$17.77 | 1 | \$18.15 |
| 16 | 55 Gallon | 36 x 60, 22 MIC, 150/CS | Black | 44 | \$14.05 | 169 | \$13.47 | 299 | \$13.76 |
| 17 | 56 Gallon Glutton | 43 x 47, 2.0 MIL, 100/CS | Clear | 429 | \$17.34 | 552 | \$16.63 | 146 | \$16.98 |
| 18 | 56 Gallon Glutton | 43 x 48, 22 MIC, 150/CS | Black | 50 | \$13.44 | 254 | \$12.88 | 40 | \$13.15 |
| 19 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 100/CS | Black | 1 | \$24.08 | 425 | \$19.31 | 1 | \$19.72 |
| 20 | HD 33 Gallon Litter Bags | 33 x 39, 4 MIL, 50/CS | Orange | 1 | \$14.36 | 560 | \$11.52 | 1 | \$11.77 |

*SSBS - Straight Sealed Bottom Seam

MINIMUM ORDER

State agencies ordering items under the Contract are advised the minimum order is required to be at least \$50.00 net for all "F.O.B. Destination freight prepaid and allowed" orders. Any combination of items may be used to meet the \$50.00 F.O.B. Destination order amount. Individual orders of less than \$50.00 are exempt from the Contract at the option of either the State or the Contractor. If the Contractor is willing to accept orders of less than \$50.00, these orders will be shipped F.O.B. Destination, freight prepaid and charged, with freight charges listed as a separate item on the invoice and paid by the buyer.

TELEPHONE SUPPORT

The Contractor must accept collect telephone calls and/or provide and maintain a toll-free number for Purchasing Entity usage.

Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 a.m. through 5:00 p.m.

PURCHASING CARD ACCEPTANCE

In an effort to streamline the purchasing and payment process, the State is encouraging Agencies to use the State contracted Purchasing Card to facilitate small dollar purchases. While at the present time, it is not mandatory that Contractors accept credit card purchases; we encourage all Contractors to consider this alternate payment process. The current card available for State Agency use is a Master Card.

INVOICING REQUIREMENTS

Contractor is to render invoices as instructed on individual purchase orders. Contractor to include the delivery date, location of delivery, purchase order number, contract number, product description and the quantity delivered. Invoices must be received within ten (10) working days after receipt of delivery.

CONFIRMATION OF ORDERS

All orders upon receipt must be acknowledged within 24 hours ARO (after receipt of order). Confirmation may be acknowledged via e-mail or telephone; whichever is the most convenient to the Contractor. Confirmation must be directed to the Agency representative that placed the order. Contact must also be made with the Agency representative if there are any problems with the original order.

DELIVERY TIMES

All prices bid shall include delivery to the ordering Agency within five (5) working days ARO (after receipt of order) for all items, unless the Contractor offers a shorter delivery time. All orders will be delivered F.O.B. destination, freight prepaid and allowed to the ordering Agency.

CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this Agreement, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.

PRICE ADJUSTMENT CLAUSE

Prices offered shall be firm against any increase for a period of at least 6 months from effective date of contract, except for decreases (see below for decreases). Upon completion of this initial period, if Contractor has received, or receives during balance of contract period, an increase in prices from the mill or manufacturer, it or the Contractor may request, in writing, an increase not to exceed 5% in any 6-month

period. Request may cover all or part of items on contract. A certified letter from the mill or manufacturer, showing price increases must accompany the request. Any request for price adjustment shall not be effective sooner than thirty (30) days following receipt by the State of the price adjustment request. Any change shall be limited to the change of the Producer Price Index, Table 2, commodity Code 06-6, Plastic Resins and Materials. The base index will be the ninth month prior to the Contract Price Adjustment Date. Adjustments will be based upon the percentage change (rounded to two decimals) for a six (6) month period beginning with the base index month. Adjustments for subsequent contract periods or extensions will be calculated in a similar manner.

DECREASES

The State shall be given the immediate benefit of any price decrease. The Contractor shall promptly notify the Division of Purchasing of the amount and effective date of each decrease. Invoices shall reflect contract prices in effect on the date the order was written.

Should such decreased prices again increase during the term of the contract, including extensions, the Division of Purchasing shall honor the increase **(if it does not exceed the original contract price)** and if acceptable documentation verifying the increase is submitted to the Division of Purchasing. The Division of Purchasing shall determine what is acceptable documentation.

RE-STOCKING

A 15% re-stocking fee will be allowed for any product returned by an agency AFTER 30 DAYS (from receipt of delivery). The items must be in unopened cartons to receive any credit.

A re-stocking fee will not apply to items that are defective, damaged or shipped in error by the Contractor.

TRANSITIONAL PERIOD

In the event a replacement Contract is not established to commence immediately after expiration of this Contract, or by termination by the State, it shall be incumbent upon the Contractor to continue the Contract under the same terms and conditions until a new Contract can be completely operational. At no time shall this transitional period be more than ninety (90) days beyond the original expiration date of the existing Contract.